

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ILLINOIS COMMERCE COMMISSION
AND THE CALIFORNIA PUBLIC UTILITIES COMMISSION
FOR THE USE OF THE ILLINOIS COMMERCE COMMISSION'S
RAILROAD INFORMATION AND LOCATION SYSTEM
BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION**

1. PURPOSE: This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the California Public Utilities Commission ("CPUC" or "Commission") and the Illinois Commerce Commission ("ICC") to provide the ICC's Railroad Information and Location System ("RAILS") to the Commission without charge but with restrictions against the sale or release of the ICC's proprietary RAILS.
2. USE: The Commission is free to use the ICC's RAILS in any manner it chooses for the purpose of maintaining its rail safety data collected under its federal and state safety oversight authority for rail crossings, rail transit safety, passenger (commuter) railroad safety, and freight railroad safety, including expanding the system to provide additional functionality. Further, the Commission is free to make modifications to the RAILS source code. The ICC also will provide the Commission with the RAILS "test" data to allow the Commission to train its employees in the use of the RAILS system and to permit the Commission to begin entering California's own data into RAILS.
3. RESTRICTION ON THE SALE OF RAILS: As a condition for the delivery of the ICC's RAILS to the Commission, the Commission agrees not to sell the ICC's proprietary RAILS to any party for any purpose without the express written consent of the ICC.
4. PERMISSION TO RELEASE RAILS IN ITS ORIGINAL FORM, OR AS MODIFIED BY THE COMMISSION, TO OTHER STATE GOVERNMENTAL ENTITIES: The ICC agrees to permit the Commission to release the original RAILS, or the RAILS system as modified by the Commission, to another state governmental agency so long as it is without charge and is released for the limited purpose of rail safety data collection, data management, and/or the increased functionality as designed and added by the Commission.
5. PURSUANT TO THIS AGREEMENT the ICC agrees to provide its RAILS to the Commission without charge. In consideration for the ICC's permission to use the RAILS for the

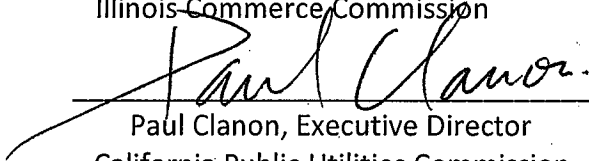
Commission's own rail safety duties, the Commission agrees not to sell RAILS in its original or modified form to anyone, or release RAILS in its original or modified form, to anyone other than a governmental agency of a state of the United States of America, without the express written consent of the ICC. Also, in consideration for the provision of RAILS, the Commission agrees to provide the ICC with any Commission-owned code creating subsequent modifications, enhancements, or rail-related expansions or new modules, to RAILS at the ICC's request.

DATED: 8/3/09

DATED: 7.23.09



Tim Anderson, Executive Director
Illinois Commerce Commission



Paul Clanon, Executive Director
California Public Utilities Commission